# EXHIBIT A

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COMES NOW plaintiff ELMER N. RODRIGUEZ ("Plaintiff"), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

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# GENERAL ALLEGATIONS

# INTRODUCTION

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1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against GONSALVES & SANTUCCI, INC., and any of its respective subsidiaries or affiliated companies within the State of California ("GONSALVES" and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

### PARTIES

#### A. Plaintiff

2. Plaintiff ELMER N. RODRIGUEZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff ELMER N. RODRIGUEZ as a non-exempt employee, with duties that included, but were not limited to, assisting with construction projects. Plaintiff is informed and believes, and based thereon alleges that Plaintiff ELMER N. RODRIGUEZ worked for Defendants from approximately February of 2020 through approximately December of 2020.

#### B. Defendants

- 3. Plaintiff is informed and believes and based thereon alleges that defendant GONSALVES is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Contra Costa, State of California.
- 4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of

the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include GONSALVES, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

# JOINT LIABILITY ALLEGATIONS

- 5. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.
- 6. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.
- As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, are joint employers.

# **JURISDICTION**

- Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.
  - 9. Venue is proper in Contra Costa County, California pursuant to Code of Civil

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Procedure sections 392, et seq. because, among other things, Contra Costa County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Contra Costa County, and because Defendants employ numerous Class Members in Contra Costa County.

# FACTUAL BACKGROUND

10. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked, to the detriment of Plaintiff and Class Members.

11. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked

- 12. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.
- 13. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.
- 14. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.
- 15. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned; total minutes worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of minutes worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.
- 16. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred in purchasing mandatory work uniforms and safety equipment; separately laundering

mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for workrelated purposes; using cellular phones for work-related purposes; and purchasing tools necessary

3 to perform work duties.

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17. For at least four (4) years prior to the filing of this action and continuing to the

5 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated

employees or former employees within the State of California with compensation at their final rate

of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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18. Plaintiff, on his own behalf and on behalf of Class Members, bring this action

pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3,

10 510, 512, 1194, 1194.2, 1197, 2802, et al., and California Code of Regulations, Title 8, section

11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and

12 rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related

expenses, failing to pay vested vacation time at the proper rate of pay, other such provisions of

California law, and reasonable attorneys' fees and costs.

Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to

Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)

prohibiting Defendants from further violating the Labor Code and requiring the establishment of

appropriate and effective means to prevent further violations, as well as all monies owed but

withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as

restitution of amounts owed.

# CLASS ACTION ALLEGATIONS

22 20. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action

pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current

and former non-exempt employees of Defendants within the State of California at any time

commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice

26 of the class action is provided to the class (collectively referred to as "Class Members").

Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)

to amend or modify the class description with greater specificity, further divide the defined class

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1	ase 3:21-cv into subclass	-07874-LB Document 2-1 Filed 10/07/21 Page 8 of 46 es, and to further specify or limit the issues for which certification is sought.			
2	2 22. This action has been brought and may properly be maintained as a class ac				
3	the provisions of Code of Civil Procedure section 382 because there is a well-defined co				
4	of interest in the litigation and the proposed Class is easily ascertainable.				
5	5 A. <u>Numerosity</u>				
6	23.	The potential Class Members as defined are so numerous that joinder of all the			
7	7 members of the Class is impracticable. While the precise number of Class Members				
8	determined y	vet, Plaintiff is informed and believes that there are over seventy-five (75) Class			
9	Members em	ployed by Defendants within the State of California.			
10	24.	Accounting for employee turnover during the relevant periods necessarily increases			
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12	number and location of all Class Members. Joinder of all members of the proposed Class is not				
13	practicable.				
14	В.	Commonality			
15	25.	There are questions of law and fact common to Class Members. These common			
16	questions inc	lude, but are not limited to:			
17	A.	Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all			
18		minutes worked at a proper overtime rate of pay?			
19	В.	Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay			
20	3 3	for all other time worked at the employee's regular rate of pay and a rate of pay that			
21		is greater than the applicable minimum wage?			
22	C.	Did Defendants violate Labor Code section 512 by not authorizing or permitting			
23		Class Members to take compliant meal periods?			
24	D.	Did Defendants violate Labor Code section 226.7 by not providing Class Members			
25		with additional wages for missed or interrupted meal periods?			
26	E.	Did Defendants violate applicable Wage Orders by not authorizing or permitting			
27		Class Members to take compliant rest periods?			
28	F.	Did Defendants violate Labor Code section 226.7 by not providing Class Members			
	-	7 CLASS ACTION COMPLAINT			
		CLASS ACTION COMPLAINT			

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1	Case 3:21-cv	v-07874-LB Document 2-1 Filed 10/07/21 Page 9 of 46 with additional wages for missed rest periods?			
2	G.	Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class			
3	Members upon termination or resignation all wages earned?				
4	H. Are Defendants liable to Class Members for waiting time penalties under Labor C				
5	section 203?				
6	I.	Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing			
7		Class Members with accurate wage statements?			
8	J.	Did Defendants fail to indemnify Class Members for all necessary expenditures or			
9		losses incurred in direct consequence of the discharge of their duties or by obedience			
10		to the directions of Defendants as required under Labor Code section 2802?			
11	K.	Did Defendants violate Labor Code section 227.3 by not providing Class Members			
12		with compensation at their final rate of pay for vested paid vacation time?			
13	L.	Did Defendants violate the Unfair Competition Law, Business and Professions Code			
14		section 17200, et seq., by their unlawful practices as alleged herein?			
15	M.	Are Class Members entitled to restitution of wages under Business and Professions			
16		Code section 17203?			
17	N.	Are Class Members entitled to costs and attorneys' fees?			
18	0.	Are Class Members entitled to interest?			
19	c.	Typicality			
20	26.	The claims of Plaintiff herein alleged are typical of those claims which could be			
21	alleged by any Class Members, and the relief sought is typical of the relief which would be sought				
22	by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and				
23	damages arising out of and caused by Defendants' common course of conduct in violation of laws				
24	and regulations that have the force and effect of law and statutes as alleged herein.				
25	D.	Adequacy of Representation			
26	27.	Plaintiff will fairly and adequately represent and protect the interest of Class			
27	Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and				
28	hour class actions.				
		8 CLASS ACTION COMPLAINT			
		CLASS ACTION COMPLAINT			

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1	E. Superiority of Class Action				
2	28. A class action is superior to other available means for the fair and efficient				
3	adjudication of this controversy. Individual joinder of all Class Members is not practicable, and				
4	questions of law and fact common to Class Members predominate over any questions affecting only				
5	individual Class Members. Class Members, as further described therein, have been damaged and				
6	are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the				
7	violation of the Labor Code at times, as set out herein.				
8	29. Class action treatment will allow Class Members to litigate their claims in a manner				
9	that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of				
10	any difficulties that are likely to be encountered in the management of this action that would				
11	preclude its maintenance as a class action.				
12	FIRST CAUSE OF ACTION				
13	(Failure to Pay Overtime Wages - Against All Defendants)				
14	30. Plaintiff realleges and incorporates by reference all of the allegations contained in				
15	the preceding paragraphs as though fully set forth hereat.				
16	31. At all relevant times, Plaintiff and Class Members were employees or former				

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- mer 17 | employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

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- 32. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."
- 33. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."
  - 34. For at least four (4) years prior to the filing of this action and continuing to the

CLASS ACTION COMPLAINT

ase 3:21-cy-07874-LB Document 2-1 Filed 10/07/21 Page 11 of 46 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or

52. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

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53. California law and applicable Wage Orders require that employers "authorize and

# FIFTH CAUSE OF ACTION

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59. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

(Failure to Pay All Wages Due Upon Termination - Against All Defendants)

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60. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

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61. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and

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unpaid at the time of resignation.

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62. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

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sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff

and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,

but intentionally adopted policies or practices incompatible with the requirements of Labor Code

sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination

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20 63. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and 21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code

or resignation.

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64. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or

consequence of the discharge of his or her duties . . . "

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27 28 78. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing mandatory work uniforms and safety equipment; separately laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

- 79. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class Members for those losses and/or expenditures.
- 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.
- 81. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

# EIGHTH CAUSE OF ACTION

# (Violation of Labor Code § 227.3 - Against All Defendants

- 82. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.
- 83. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.
- 84. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and

	ase 3:21-cv-07874-LB Document 2-1 Filed 10/07/21 Page 19 of 46
1	that Plaintiff's employment contract with Defendants included paid vacations.
2	85. For at least four (4) years prior to the filing of this action and continuing to the
3	present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
4	employees or former employees within the State of California with compensation at their final rate
5	of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.
6	86. As a proximate result of Defendants' failure to pay vested vacation at the final rate
7	of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
8	Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
9	their final rate of pay, as set out in Defendants' policy or the contract of employment between
10	Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.
11	87. As a further proximate result of Defendants' above-described acts and/or omissions,
12	Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
13	prejudgment interest.
14	NINTH CAUSE OF ACTION
15	(Unfair Competition – Against All Defendants)
16	88. Plaintiff realleges and incorporates by reference all of the allegations contained in
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18	the preceding paragraphs as though fully set forth hereat.
10	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful
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19	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful
19 20	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the
19 20 21	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies
19 20 21 22	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees
19 20 21 22 23 24	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.
19 20 21 22 23 24	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.  90. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
19 20 21 22 23	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.  90. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.
19 20 21 22 23 24 25 26	89. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.  90. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.  91. Pursuant to Business and Professions Code section 17203, Plaintiff and Class

	Cas	including interest thereon, in which there by a				
	2 in	including interest thereon, in which they had a property interest and which Defendants nevertheless				
	3 fa	failed to pay them and instead withheld and retained fourth				
	4 to	failed to pay them and instead withheld and retained for themselves. Restitution of the money owe				
	5 by	to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.				
	6	92.				
	7 Pr	92. Plaintiff and Class Members are entitled to costs of suit under Code of Procedure section 1032 and interest under Civil Code section 3287.				
	8		PRINCES AND ADDRESS AND ADDRES			
	9	93.	Plaintiff demands a trial by increased			
	10		Plaintiff demands a trial by jury on all causes of action contained herein.			
	11	WHE	REFORE on babals as not asset			
	12 ag	ainst Defer	REFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment			
	13	A.				
	14	B.	An Order certifying this case as a Class Action;			
	15		An Order appointing Plaintiff as Class representative and appointing Plaintiff's			
1	16	C.	Counsel as class counsel;			
1	17		Damages for all wages earned and owed, including minimum. overtime wages and			
1	18		unipaid wages for vested vacation time, under Labor Code sections 510, 1104, 1107			
	19	D.	and 1199 and 227.3;			
	20	E.	Liquidated damages pursuant to Labor Code section 1194.2;			
	21	E.	Damages for unpaid premium wages from missed meal and rest periods under,			
	22	P	among other Labor Code sections, 512 and 226.7;			
	23	F.	Penalties for inaccurate wage statements under Labor Code section 226,			
	24	0	subdivision (e);			
		G.	Waiting time penalties under Labor Code section 203;			
	25	Н.	Damages under Labor Code section 2802;			
	26	I.	Preliminary and permanent injunctions prohibiting Defendants from further			
	27		violating the California Labor Code and requiring the establishment of appropriate			
2	28		and effective means to prevent future violations;			
	-		CLASS ACTION COMPLAINT			
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	Case 3:21-cv	/-07874-LB	Document	2-1 Filed 10/07/21	Page 21 of 46
1	J.	Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;  Prejudgment and post-judgment interest at the maximum rate allowed by law;			
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3	K.				
4	L.	For attorneys' fees in prosecuting this action;  For costs of suit incurred herein; and  For such other and further relief as the Court deems just and proper.			
5	M.				
6	N.				
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8	Dated: Augus	st 20, 2021		BIBIYAN LAW GRO	UP, P.C.
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10				DV. \( \sqrt{0} = 1	> ) L
11				BY: SARA EHSANI-	NIA
12				DAVID D. BIBI Attorneys for Plaintiff	YAN ELMER N. RODRIGUEZ on
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# RECEIVED

# SUMMONS (CITACION JUDICIAL)

SEP 0 7 2021

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FOR COURT USE ONLY
SOLO PARA USO DE LA CORTE

AUG 2 4 2021

K. BIEKER OLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GONSALVES & SANTUCCI, INC., a California Corporation; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ELMER N. RODRIGUEZ, an individual and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfinelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. jAVISO! Lo han demandado. Si no responde dentro de 30 dias, la corte puede decidir en su contra sin escuchar su versión. Lea la información a

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papelas legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia el demandarte. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamer a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumple con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lewhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamer las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
County of Contra Costa - Wakefield Taylor Courthouse
725 Court Street, Martinez, California 94553

4.

CASE NUMBER: (Número del Caso):

C 2 1 - 0 1 7 3 5

The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Bibiyan Law Group, P.C., David D. Bibiyan, 8484 Wilshire Blvd, Suite 500, Beverly Hills, California, 90211, 310-438-5555 DATE: Clerk, by , Deputy (Fecha) T. Schrador (Secretary)
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Adjunto) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) NOTICE TO THE PERSON SERVED: You are served [SEAL] as an individual defendant. as the person sued under the fictitious name of (specify): on behalf of (specify): CONSAIVES & SANTUCCI, INC., A CALIFORNIA CORPORTION under: CCP 416.10 (corporation) CCP 416.60 (minor) CCP 416.20 (defunct corporation) CCP 416.70 (conservatee) CCP 416.40 (association or partnership) CCP 416.90 (authorized person) other (specify):

Form Adopted for Mandatory Use Judicial Council of California SUM-100 [Rev. July 1, 2009]

SUMMONS

by personal delivery on (date)

Code of Civil Procedure §§ 412.20, 465

www.courts.ca gov

Page 1 of 1

AUG 24 2021 BIBIYAN LAW GROUP, P.C. David D. Bibiyan (Cal. Bar No. 287811) KI BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA 2 david@tomorrowlaw.com Sara Ehsani-Nia (Cal. Bar No. 326501) T Surradon Dilante Clon 3 sara@tomorrowlaw.com Diego Aviles (Cal. Bar No. 315533) diego@tomorrowlaw.com PER LOCAL RULE, THIS 8484 Wilshire Boulevard, Suite 500 CASE IS ASSIGNED TO DEPT\_\_\_\_\_\_, FOR ALL Beverly Hills, California 90211 Telephone: (310) 438-5555; Facsimile: (310) 300-1705 **PURPOSES** 6 Attorneys for Plaintiff, ELMER N. RODRIGUEZ and on behalf of himself and all others similarly situated SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 **SUMMONS ISSUED** 9 FOR THE COUNTY OF CONTRA COSTA 10 C21 - 01735ELMER N. RODRIGUEZ, an individual and 11 CASE NO .: on behalf of all others similarly situated, CLASS ACTION COMPLAINT FOR: 12 1. FAILURE TO PAY OVERTIME WAGES; 13 Plaintiffs. 2. FAILURE TO PAY MINIMUM WAGES; 14 v. 15 3. FAILURE TO PROVIDE MEAL GONSALVES & SANTUCCI, INC., a PERIODS: California Corporation; and DOES 1 through 100, inclusive. 4. FAILURE TO PROVIDE REST PERIODS; 17 5. WAITING TIME PENALTIES; 18 Defendants. 6. WAGE STATEMENT VIOLATIONS; 19 7. FAILURE TO INDEMNIFY; 20 8. VIOLATION OF LABOR CODE § 227.3; 21 and 22 9. UNFAIR COMPETITION. 23 **DEMAND FOR JURY TRIAL** 24 [Amount in Controversy Exceeds \$25,000.00] 25 26 27 28

CLASS ACTION COMPLAINT

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COMES NOW plaintiff ELMER N. RODRIGUEZ ("Plaintiff"), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

### **GENERAL ALLEGATIONS**

#### INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against GONSALVES & SANTUCCI, INC., and any of its respective subsidiaries or affiliated companies within the State of California ("GONSALVES" and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

#### **PARTIES**

#### A. **Plaintiff**

2. Plaintiff ELMER N. RODRIGUEZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff ELMER N. RODRIGUEZ as a non-exempt employee, with duties that included, but were not limited to, assisting with construction projects. Plaintiff is informed and believes, and based thereon alleges that Plaintiff ELMER N. RODRIGUEZ worked for Defendants from approximately February of 2020 through approximately December of 2020.

#### В. **Defendants**

- Plaintiff is informed and believes and based thereon alleges that defendant 3. GONSALVES is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Contra Costa, State of California.
- 4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of

the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include GONSALVES, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

### **JOINT LIABILITY ALLEGATIONS**

- 5. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.
- 6. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.
- 7. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, are joint employers.

#### **JURISDICTION**

- 8. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.
  - 9. Venue is proper in Contra Costa County, California pursuant to Code of Civil

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Procedure sections 392, et seq. because, among other things, Contra Costa County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Contra Costa County, and because Defendants employ numerous Class Members in Contra Costa County.

### FACTUAL BACKGROUND

- 10. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked, to the detriment of Plaintiff and Class Members.
- 11. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked

to the detriment of Plaintiff and Class Members.

- 12. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.
- 13. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.
- 14. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.
- 15. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned; total minutes worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of minutes worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.
- 16. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred in purchasing mandatory work uniforms and safety equipment; separately laundering

mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

- 17. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.
- Plaintiff, on his own behalf and on behalf of Class Members, bring this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, 2802, et al., and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.
- 19. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of amounts owed.

# CLASS ACTION ALLEGATIONS

- 20. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").
- 21. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class

into subclasses, and to further specify or limit the issues for which certification is sought.

22. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

#### A. Numerosity

- 23. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.
- Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

### B. Commonality

- 25. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:
  - A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all minutes worked at a proper overtime rate of pay?
  - B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?
  - C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
  - D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
  - E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
  - F. Did Defendants violate Labor Code section 226.7 by not providing Class Members

### E. Superiority of Class Action

- 28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.
- 29. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

# FIRST CAUSE OF ACTION

# (Failure to Pay Overtime Wages - Against All Defendants)

- 30. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 31. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.
- 32. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."
- 33. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."
  - 34. For at least four (4) years prior to the filing of this action and continuing to the

 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked, to the detriment of Plaintiff and Class Members.

- 35. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.
- 36. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

#### SECOND CAUSE OF ACTION

# (Failure to Pay Minimum Wages - Against All Defendants)

- 37. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 38. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.
- 39. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all minutes worked or otherwise under

Defendants' control.

- 40. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make phone calls or drive off the clock; detrimental rounding of employee time entries, and editing and/or manipulation of time entries to show less minutes than actually worked, to the detriment of Plaintiff and Class Members.
- 41. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.
- 42. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

# THIRD CAUSE OF ACTION

# (Failure to Provide Meal Periods - Against All Defendants)

- 43. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 44. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.
- 45. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

- 46. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- 47. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.
- 48. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.
- 49. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.
- 50. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

# **FOURTH CAUSE OF ACTION**

# (Failure to Provide Rest Periods – Against All Defendants)

- 51. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 52. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.
  - 53. California law and applicable Wage Orders require that employers "authorize and

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permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

- 54. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.
- 55. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.
- 56. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.
- 57. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.
- Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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### FIFTH CAUSE OF ACTION

# (Failure to Pay All Wages Due Upon Termination - Against All Defendants)

- 59. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 60. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.
- Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.
- 62. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.
- Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.
- 64. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or

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other things.

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- 71. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.
- As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.
- 73. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.
- 74. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

# SEVENTH CAUSE OF ACTION

# (Violation of Labor Code § 2802 - Against All Defendants)

- 75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.
- 76. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.
- 77. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . ."

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- 78. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing mandatory work uniforms and safety equipment; separately laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.
- 79. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class Members for those losses and/or expenditures.
- 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.
- Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

# **EIGHTH CAUSE OF ACTION**

# (Violation of Labor Code § 227.3 - Against All Defendants

- 82. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.
- 83. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.
- 84. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and

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Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor

Code and requiring the establishment of appropriate and effective means to prevent further

Pursuant to Business and Professions Code section 17203, Plaintiff and Class

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1	violations, as well as restitution of all wages and other monies owed to them under the Labor Code,				
2	including in	including interest thereon, in which they had a property interest and which Defendants nevertheless			
3	failed to pay	failed to pay them and instead withheld and retained for themselves. Restitution of the money owed			
4	to Plaintiff a	and Class Members is necessary to prevent Defendants from becoming unjustly enriched			
5	by their failt	ure to comply with the Labor Code.			
6	92.	Plaintiff and Class Members are entitled to costs of suit under Code of Civil			
7	Procedure se	ection 1032 and interest under Civil Code section 3287.			
8		DEMAND FOR JURY TRIAL			
9	93.	Plaintiff demands a trial by jury on all causes of action contained herein.			
10		PRAYER			
11	WHE	WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment			
12	against Defer	ndants as follows:			
13	Α.	An order certifying this case as a Class Action;			
14	В.	An Order appointing Plaintiff as Class representative and appointing Plaintiff's			
15		counsel as class counsel;			
16	C.	Damages for all wages earned and owed, including minimum. overtime wages and			
17		unpaid wages for vested vacation time, under Labor Code sections 510, 1194, 1197			
18		and 1199 and 227.3;			
19	D.	Liquidated damages pursuant to Labor Code section 1194.2;			
20	E.	Damages for unpaid premium wages from missed meal and rest periods under,			
21		among other Labor Code sections, 512 and 226.7;			
22	F.	Penalties for inaccurate wage statements under Labor Code section 226,			
23		subdivision (e);			
24	G.	Waiting time penalties under Labor Code section 203;			
25	H.	Damages under Labor Code section 2802;			
26	I.	Preliminary and permanent injunctions prohibiting Defendants from further			
27	i.	violating the California Labor Code and requiring the establishment of appropriate			
28		and effective means to prevent future violations.			

1	J.	Restitution of wages and benefits due which were acquired by means of any unfair				
2		business practice, according to proof;				
3	K	Prejudgment and post-judgment interest at the maximum rate allowed by law;				
4	L.	For attorneys' fees in prosecuting this action;				
5	M	For costs of suit incurred herein; and				
6	N	For such other and further relief as the Court deems just and proper.				
7						
8	Dated: A	gust 20, 2021 BIBIYAN LAW GROUP, P.C.				
9						
10		BY:				
11		SARA EHSANI-NIA DAVID D. BIBIYAN				
12		Attorneys for Plaintiff ELMER N. RODRIGUEZ on behalf of himself and all others similarly situated				
13		behalf of minisch and an others similarly situated				
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SUPERIOR COURT - MARTINEZ COUNTY OF CONTRA COSTA MARTINEZ, CA 94553

RODRIGUEZ VS. GONSALVES & SANTUCCI

MSC21-01735

NOTICE OF ASSIGNMENT TO DEPARTMENT THIRTY-NINE FOR CASE MANAGEMENT DETERMINATION

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, AND A BLANK CASE MANAGEMENT STATEMENT ARE TO BE SERVED UPON ALL OPPOSING PARTIES, ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT.

- 1. This matter has been assigned to Department 39, Judge E. Weil presiding, for all purposes; Department 39 is designated as the complex litigation department of the Court and as such (a) hears all cases wherein a designation of complex case has been made and (b) conducts hearings, in cases that this court determines, on a preliminary basis may be complex, to determine whether the case should remain in the complex litigation program.
- 2. All counsel are required to appear in Dept. 39 on 11/22/21 at 8:30 a.m.
  - (a) If the case has been designated as complex, and no counterdesignation has been filed, the Court will hold its first case management conference at that time.
  - (b) If the case has been assigned to Department 39 on a preliminary basis the Court will hold a hearing to determine if the matter is, or is not, complex. If the matter is determined to be complex, the Court will then proceed with the first case management conference.
- 3. Each party shall file and serve a Case Management Conference Statement five (5) days before this hearing and be prepared to participate effectively in the Conference, including being thoroughly familiar with the case and able to discuss the suitability of the case for private mediation, arbitration or the use of a special master or referee.
- 4. Prior to the conference counsel for plaintiff shall meet and confer with counsel for each other party in an effort to precisely define the the issues in the case, discuss the possiblity of early mediation, the identities of possible other parties, and their respective plans for discovery.
- 5. Until the time of the conference the following INTERIM ORDERS shall be in effect:
  - A. Plaintiff shall diligently proceed in locating and serving each and every defendant. It is the Court's intention that each party be served in sufficient time to have entered an appearance within the time allowed by law and to attend the first conference.
  - the time allowed by law and to attend the first conference.

    B. All discovery shall be stayed excepting as all parties to the action might otherwise stipulate or the Court otherwise order.
  - C. No party shall destroy any writing or other evidence in its possession or under its control which bears in any way upon the matters which are the subject of this litigation.

- D. Within the time for any party to file an answer or demurrer such party may alternatively file a notice of general appearance. In such event the time for filing of an answer or demurrer shall be extended to twenty (20) days following the first conference unless the Court shall, at that time, set a different schedule.
- E. Counsel for each party shall do a conflict check to determine whether such counsel might have a possible conflict of interest as to any present or contemplated future party.

BY ORDER OF THE COURT

		CM-01
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Ba	r number, and address):	FOR COURT USE ONLY
David D. Bibiyan (Cal. Bar No. 287811)		
8484 Wilshire Blvd, Suite 500 Beverly Hills, California 90211		
TELEPHONE NO.: 310-438-5555	FAX NO.: 310-300-1705	AUG 2 4 2021
ATTORNEY FOR (Name): Plaintiff ELMER N.	RODRIGUEZ	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF C STREET ADDRESS: 725 Court Street	UNTRA COSTA	K. BIEKER CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA
MAILING ADDRESS:		By T. Setheron, Departy Clerk
CITY AND ZIP CODE: Martinez 94553		
BRANCH NAME: Wakefiled Taylor Co	urthouse	
CASE NAME: RODRIGUEZ v. GONSALVES & S	ANTHOO DIO	
CIVIL CASE COVER SHEET		CASE NUMBER:
✓ Unlimited Limited	Complex Case Designation	CASE HUMBER
(Amount (Amount	Counter Joinder	
demanded demanded is	Filed with first appearance by defe	ndant   Jusce 2 1 - U 1 / 3 5
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402	2) DEPT:
Check one box below for the case type that	ow must be completed (see instructions thest describes this case:	s on page 2).
Auto Tort	Contract	Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other collections (09)	Construction defect (10)
Asbestos (04)	Insurance coverage (18)	Mass tort (40)
Product liability (24)	Other contract (37) Real Property	Securities litigation (28)
Medical malpractice (45)	Eminent domain/Inverse	Environmental/Toxic tort (30)
Other PI/PD/WD (23)	condemnation (14)	Insurance coverage claims arising from the above listed provisionally complex case
Non-PVPD/WD (Other) Torf	Wrongful eviction (33)	types (41)
Business tort/unfair business practice (07)		Enforcement of Judgment
Civil rights (08)  Defamation (13)	Unlawful Detainer Commercial (31)	Enforcement of judgment (20)
Fraud (15)	Residential (32)	Miscellaneous Civil Complaint
Intellectual property (19)	Drugs (38)	RICO (27)
Professional negligence (25)	Judicial Review	Other complaint (not specified above) (42) Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment Wrongful termination (36)	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Other employment (15)	Writ of mandate (02) Other judicial review (39)	, , , ,
		ulas of Court 16th
izatara radaming excopational Judicial manag	onient.	ules of Court. If the case is complex, mark the
a. Large number of separately repres		er of witnesses
b. Extensive motion practice raising d		with related actions pending in one or more courts
issues that will be time-consuming c. Substantial amount of documentary	to resolve in other coun	ities, states, or countries, or in a federal court
		ostjudgment judicial supervision
3. Remedies sought (check all that apply): a.[		declaratory or injunctive relief c. punitive
<ul> <li>4. Number of causes of action (specify): Nin</li> <li>5. This case  is is is not a class</li> </ul>	• /	
<ol> <li>This case  is is lis not a class</li> <li>If there are any known related cases, file an</li> </ol>	action suit.	
Date: August 20, 2021	d solve a notice of related case. (740)	may use form CM-015.)
Sara Ehsani-Nia	$\searrow_{\alpha}$	in Sh Di
(TYPE OR PRINT NAME)		SIGNATURE OF PARTY OR ATTORNET FOR PARTY
Plaintiff must file this cover shoot with the fa-	NOTICE	THE PORTACL!
<ul> <li>Plaintiff must file this cover sheet with the fir under the Probate Code, Family Code, or W</li> </ul>	elfare and Institutions Code). (Cal. Rule	g (except small claims cases or cases filed es of Court, rule 3.220.) Failure to file may result
in sanctions.  • File this cover sheet in addition to any cover		Tallule to the may result
<ul> <li>If this case is complex under rule 3,400 et se</li> </ul>	sneet required by local court rule.  eq. of the California Rules of Court volu	I MUST serve a copy of this course thank and
outer parties to the action of proceeding.		
<ul> <li>Unless this is a collections case under rule 3</li> </ul>	.740 or a complex case, this cover she	et will be used for statistical purposes only.

CM-010

#### INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiffs designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

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Auto Tort
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Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

#### Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45) Medical Malpractice

Physicians & Surgeons

Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD

(e.g., assault, vandalism) Intentional Infliction of

**Emotional Distress** Negligent Infliction of

**Emotional Distress** Other PI/PD/WD

#### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination,

false arrest) (not civil harassment) (08)

Defamation (e.g., slander, libel)

(13)Fraud (16)

Intellectual Property (19)

Professional Negligence (25) Legal Malpractice

Other Professional Malpractice

(not medical or legal)
Other Non-Pl/PD/WD Tort (35)

**Employment** 

Wrongful Termination (36) Other Employment (15)

#### CASE TYPES AND EXAMPLES

#### Contract

Breach of Contract/Warranty (06) Breach of Rental/Lease

> Contract (not unlawful detainer or wronaful eviction) Contract/Warranty Breach-Seller

Plaintiff (not fraud or negligence)

Negligent Breach of Contract/

Warranty

Other Breach of Contract/Warranty Collections (e.g., money owed, open

book accounts) (09)

Collection Case-Seller Plaintiff Other Promissory Note/Collections

Insurance Coverage (not provisionally

complex) (18) Auto Subrogation

Other Coverage Other Contract (37)

Contractual Fraud

Other Contract Dispute

#### Real Property

Eminent Domain/Inverse Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (not eminent domain, landlord/tenant, or

foreclosure)

#### **Unlawful Detainer**

Commercial (31)

Residential (32)

Drugs (38) (if the case involves illegal drugs, check this item; otherwise. report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05) Petition Re: Arbitration Award (11)

Writ of Mandate (02)
Writ-Administrative Mandamus Writ-Mandamus on Limited Court

Case Matter

Writ-Other Limited Court Case

Review

Other Judicial Review (39) Review of Health Officer Order

Notice of Appeal-Labor Commissioner Appeals

#### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40) Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(arising from provisionally complex

case type listed above) (41)

#### **Enforcement of Judgment**

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (nondomestic relations)

Sister State Judgment

Administrative Agency Award

(not unpaid taxes) Petition/Certification of Entry of

Judgment on Unpaid Taxes

Other Enforcement of Judgment

# Miscellaneous Civil Complaint

RICO (27)

Other Complaint (not specified above) (42)

Declaratory Relief Only Injunctive Relief Only (non-

harassment)

Mechanics Lien

Other Commercial Complaint

Case (non-tort/non-complex)

Other Civil Complaint (non-tort/non-complex)

#### Miscellaneous Civil Petition

Partnership and Corporate

Governance (21)
Other Petition (not specified above) (43)

Civil Harassment Workplace Violence Elder/Dependent Adult

Abuse Election Contest

Petition for Name Change Petition for Relief From Late

Claim

Other Civil Petition